



CYNTHIA D. BANKS
Chief Deputy

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
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June 29, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO ACCEPT THE FY 2004-2005 TITLE V
OLDER AMERICANS ACT (OAA) GRANT FUNDS
(ALL SUPERVISORIAL DISTRICTS) (3-Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Community and Senior Services (CSS), or designee, to accept FY 2004-05 OAA Title V funding for the Senior Community Services Employment Program (SCSEP) in the amount of \$2,374,924 and to execute all required documents with the California Department of Aging (CDA), after County Counsel approval.
2. Authorize the Director of CSS, or designee, to execute non-financial agreements with host agencies (as necessary) and update existing agreements (as necessary) for training program participants, in substantially similar form to Attachment A, after County Counsel approval, effective the date of execution through June 30, 2006. The SCSEP costs are fully financed by OAA Title V funding.
3. Authorize the Director of CSS, or designee, to accept additional funding from CDA up to 25% of the original allocation, provided that the Director of CSS confirms, in writing, to the Board of Supervisors and the Chief Administrative Office (CAO) within 10 working days of acceptance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will enable CSS to continue SCSEP in FY 2004-2005. The program is operated by the Department using community-based host agencies as training sites that have a non-financial agreement with the Department. Participants are recruited at Work Source Centers and Senior Centers in all Supervisorial Districts by Title V participant administrative staff. Training and supervision is provided by host agencies.

The CDA requires the Department to apply and submit a budget and program narrative for the Title V Project Grant Funds annually. The current contract with CDA will expire on June 30, 2006.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with principles of the County-wide Strategic Plan goals of Service Excellence and Organizational Effectiveness.

FISCAL IMPACT/FINANCING

The cost of the SCSEP in FY 2004-05 is \$2,374,924. There is no impact on the County general fund, as the SCSEP is fully financed by OAA Title V funding which includes funding for administrative costs. Funding has been included in the Department's FY 2004-05 Proposed Budget.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

This contract between the County of Los Angeles and the CDA begins on July 1, 2004 and ends on June 30, 2005. All current non-financial agreements will expire on June 30, 2006.

The CAO has reviewed and approved the recommended actions. Attachment I has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On July 1, 2003, the Department entered into three-year non-financial agreements with host agencies that would provide training, supervision, and a safe working environment to program Participants. These agreements will end on June 30, 2006.

The selection of agencies is based on a process that includes obtaining evidence of their non-profit organization status, proof of liability insurance, and the agency's ability to provide training and in-kind contributions.

Currently, there are one hundred (100) agencies under agreement, however, the number of agencies will fluctuate during the fiscal year as the participants obtain jobs and other host agencies apply to provide training. The salaries and wages of all participants assigned to the host agencies are paid through the Department.

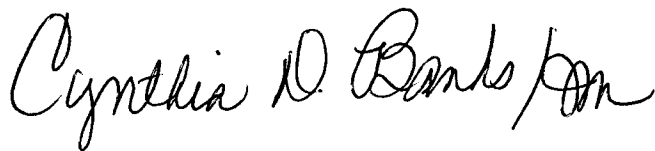
Monitoring

Monitoring of host agencies and training site participants is conducted by eight (8) Title V Program Monitors. The Program Monitors, through site visits and interviews with the participants and training site supervisors, evaluate and report monthly, and as needed, on the training progress of each participant.

IMPACT ON CURRENT SERVICES:

Approval of this request will continue training and employment services to approximately four hundred (400) participants during the fiscal year.

Respectfully Submitted,

A handwritten signature in black ink, reading "Cynthia D. Banks". The signature is fluid and cursive, with the first name "Cynthia" being the most prominent part.

CYNTHIA D. BANKS
Chief Deputy Director

Attachment

c: David E. Janssen
Raymond G. Fortner, Jr.
Violet Varona-Lukens
J. Tyler McCauley

**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

3333 Wilshire Boulevard, Suite 400, Los Angeles, CA 90010
Telephone: (213) 738-2631 • Fax: (213) 480-1125

**SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM (SCSEP)
CONTRACTING AGENCY AGREEMENT**

By agreeing to this agreement, the contractor shall make an effort to:

Provide meaningful training which leads to the hiring of at least one participant by the host agency or by another employer as the result of training within the contract year.

THIS AGREEMENT is made and entered into this ____ day of _____, 200____, by and between the **LOS ANGELES COUNTY AREA AGENCY ON AGING SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM**, hereinafter referred to as **AAA SCSEP**, located at 3333 Wilshire Boulevard, Suite 400, Los Angeles, California, and

(Contracting Agency Name)

(Contracting Agency Address)

hereinafter referred to as the Contractor.

NOW, THEREFORE, it is agreed by and between the parties either party may terminate this Agreement upon 15 days' prior written notice or when funds become unavailable.

The term of this Agreement shall be from the 1st day of July , 200 3 through June 30, 200 6 , provided, however, either party may terminate this Agreement upon 15 days' prior written notice.

SECTION 1 - AREA AGENCY ON AGING'S PERFORMANCE

- A. The AAA SCSEP shall be responsible for assignment of participants to the Contractor, subject to interview and approval by the Contractor.
- B. The AAA SCSEP shall provide orientation to each participant entering the program, explain its relationship and responsibility to the training site, and conduct participant and site evaluations.
- C. During the training period, the AAA SCSEP shall pay the participant's salary based on appropriate documentation and certified time cards, provide Worker's Compensation Insurance, and any applicable fringe benefits.
- D. The AAA SCSEP shall monitor the contractor to determine agreement compliance, training site safety, and participant training progress as agreed on the participant Individual Employability Plan (IEP).

- E. The AAA SCSEP will be responsible for rotating the participant by the end of two years or earlier to continue job enhancement or other formal training. The AAA SCSEP will notify the host agency two weeks prior to rotation.
- F. The AAA SCSEP will develop an Individual Employability Plan (IEP) to be shared with Contractor. The AAA SCSEP and the Contractor will be responsible for monitoring the participant's progress as per IEP.

SECTION 2 - CONTRACTOR'S PERFORMANCE

- A. Contractor shall give consideration to participant for all job openings for which that participant qualifies.
- B. Contractor shall work with the Senior Community Services Employment Program (SCSEP) staff to assist the participant in personal development, and encourage the participant in seeking and obtaining unsubsidized employment through job search.
- C. Contractor shall recognize that the position occupied by the participant is a temporary training assignment designed to prepare the participant for unsubsidized employment; and that the participant may obtain an unsubsidized job at any time or may be rotated to another training site or into a formal training program to enable the participant to receive additional training; and, in such cases, the assignment of an additional or replacement trainee cannot be guaranteed.
- D. Contractor shall provide a safe and sanitary work environment, working conditions, and provide the participant with safety instructions.
- E. Contractor shall not modify participant's job description without the written authorization of the SCSEP.
- F. Contractor shall provide adequate training and effective supervision. Contractor shall record the percentage of time spent by the supervisor on the participant's time card if salaried or portion thereof, which are paid for with non-federal funds.
- G. Contractor shall complete and return in an accurate and timely manner; time cards, Non-Federal In-Kind reports, or other reports requested by the SCSEP. Contractor understands that said reports are required and that failure to submit said reports constitute a material breach of this memorandum and the Agreement can be terminated for repeated failure to submit required reports.
- H. Contractor shall review participant time card for accuracy prior to signing. Under no circumstances shall the Contractor authorize the participant to sign his own time card or other participant's time card.
- I. Contractor shall assure the participant works the total hours authorized by AAA SCSEP (This includes SCSEP sponsored job search and participant meetings). Under no circumstances shall the Contractor ask the participant to work other than the authorized agreed hours.

- J. Contractor shall not change the participant training site, job duties, work station, or working hours without prior authorization from the SCSEP.
- K. Contractor shall not displace any current employee or volunteer with a participant nor assign a participant to perform the tasks of an employee on layoff, nor replace a Federally funded position (other than SCSEP) with a participant.
- L. Contractor will adhere to the participant Individual Employability Plan (IEP) and work closely with the AAA SCSEP to assure the participant's progress that prepares him/her for unsubsidized placement.

SECTION 3 - NONPROFIT OR TAX EXEMPT STATUS

Contractor shall submit proof to the AAA SCSEP of its status as a non-profit organization under the laws of the State of California and Internal Revenue Code Section 501(c)(3). Governmental and public entities are exempt from this Section 4.

SECTION 4 - INSURANCE REQUIREMENTS

Contractor shall submit a current Certificate of General Liability Insurance. The County of Los Angeles shall be named as an additionally insured and be given notice at least thirty (30) days in advance if any modification or termination occurs. No participant shall be allowed at any training site until the Contractor is in compliance with this requirement. Failure to maintain required insurance is cause for immediate termination of this Agreement and removal of the participant(s). Public agencies that are self-insured must submit a letter attesting such self-insurance.

SECTION 5 INDEMNIFICATION

CHECK ONE:

Non-Profit

- ☐ Contractor shall indemnify, defend, and hold harmless County, the Area Agency on Aging, its officers, agents, and employees from and against any and all loss, liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Contractor activities or services performed on behalf of Contractor's operations, by any person pursuant to this Agreement.

Government/Public Entity

- ☐ In contemplation of the provisions of Section 895.4, California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of, or resulting from the acts or omissions of the indemnifying party.

SECTION 6 - POLITICAL AND SECTARIAN ACTIVITIES

Contractor shall ensure that participants are not placed in training sites that may involve partisan or non-partisan political activities or Sectarian instruction or worship.

SECTION 7 - DISCRIMINATION

Contractor shall ensure that participation in the AAA SCSEP will not displace any other paid employee nor discriminate with regard to race, color, creed, national origin, religion, age, and handicap status. Contractor agrees to comply with all Federal, State, and County laws relating to employment, immigration, and to assure a drug-free workplace. Participants serving at the Contractor's site shall be covered by provisions contained in this Agreement.

SECTION 8 - ASSIGNMENT/ALTERATION

This Agreement, or any of its rights, obligations, terms of conditions, may not be assigned or altered by either party without written consent of both parties.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto the day, month, and year first above written. The person signing on behalf of the Contractor warrants that he or she is authorized to bind the Contractor.

COUNTY:

LOS ANGELES COUNTY
COMMUNITY AND SENIOR SERVICES:

Signature _____

Name Gilbert Vargas

Title Program Director

Date _____

CONTRACTOR:

HOST AGENCY _____

ADDRESS _____

TELEPHONE _____ FAX _____

Signature _____

(Type/Print)
Name _____

Title _____

Date _____